

ADDENDUM

This Addendum is entered into by and between the Office of the Indiana Attorney General ("the State") and the entity designated as "Contractor", below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: West, a Thomson business ("West")

Title of Form Contract: Subscriber Agreement for Internet-Based Services

Attached Form Contract consists of 2 pages without terms on both sides.

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance
- B. Any provision requiring the State of Indiana to provide indemnity
- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of contract disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
- H. Any provision modifying the statute of limitations provided by Indiana statute.
- I. Any provision relating to the time within which a claim must be made or suit brought.
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
- K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC 5-14-3-3.5
- L. Any provision giving the Form Contract precedence over this Addendum

The following terms and conditions are incorporated into and made a part of the Form Contract:

1. Term. This Contract will begin December 1, 2005 and end May 1, 2009.

2. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>.

If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Contract and any supplements or amendments.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the State.

H. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing Contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the Contractor is current in its payments on its liability to the State and has submitted proof of such payment to the State.

J. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

3. Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

4. Nondiscrimination. Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

5. Payments. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by Landlord in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

The rest of this page is left blank intentionally.

In Witness Whereof, Contractor and the State of Indiana have, through their duly authorized representatives, entered into this Contract and Addendum. The parties, having read and understand the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

West, a Thomson business:

By: N. M. Leonard
Printed Name: N. M. LEONARD
Title: Business Analyst
Date: 30 November 2005

Office of the Indiana Attorney General:

By: Larry Hopkins
Printed Name: Larry Hopkins
Title: CAO
Date: 11-30-05

Indiana Department of Administration:

Earl Goode (for)
Earl Goode, Commissioner

Date: 1-4-06

Budget Agency:

Charles Schuchman (for)
Charles Schuchman, Director

Date: 1/25/2006

For form and legality:

Indiana Office of the Attorney General

Elizabeth A. Brown (for)
Stephen Carter, Attorney General

Date: 2-14-06

Subscriber Agreement for Internet - Based Services

AGREEMENT entered into between _____
Internet - based services ("Services"), as follows:

1. Subscription

Subscriber may subscribe to the Services by agreeing to the terms and conditions of this Agreement and by submitting a then-current West order form ("Order Form") and identifying the Internet-based product requested by Subscriber.

2. License

(a) **Grant.** Subscriber is hereby granted a non-exclusive, non-transferable, limited license to access the Services. The Services may consist of various West-owned and third party databases, services, functions and remotely-accessed gateways (all of which may be referred to as "Features") which may change from time to time. Access to certain Features may be restricted. Subscriber is licensed to use data made available to Subscriber on the Services ("Service Data," which includes "Downloaded Service Data" as defined below) solely for Subscriber's internal business purposes and in the regular course of Subscriber's legal (associated with the practice of law) and other research and related work. Certain Features are licensed subject to paragraph 3 or subject to Additional Terms (as defined below), all of which take precedence over the license granted in this paragraph. Except as otherwise provided with respect to certain Service Data, the license includes the right to download and temporarily store insubstantial portions of Service Data ("Downloaded Service Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Service Data and (ii) to quote and excerpt such Downloaded Service Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Service Data for internal use and for distribution to third parties if such third parties agree not to further distribute the printouts. Subscriber may use any Service Data or any other information cached in Subscriber's local disk drive solely in support of its use of the Services and for no other purpose. Subscriber may, on an occasional basis transmit individual documents in electronic format to individual internal user(s). Direct transmission of electronic copies by Subscriber is prohibited. The Services are licensed for use at a single Subscriber office location ("Site"), unless otherwise agreed by the parties. The Order Form will indicate the number of concurrent users authorized to access each product.

(b) **Limitations.** Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Services. Further, Subscriber may not reproduce all or any portion of the components of the Services. Subscriber may not copy, download, store, publish, transmit, transfer, sell or otherwise use the Service Data or any portion of the Service Data, in any form or by any means, except (i) as expressly permitted in this Agreement, (ii) with West's prior written permission, or (iii) if not otherwise expressly prohibited by this Agreement or by the Additional Terms, as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Service Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's work product. Subscriber shall not sell, license or distribute the Service Data (including printouts or Downloaded Service Data) to third parties or use the Service Data as a component of or as a basis for any material offered for sale, license or distribution.

(c) **Rights in the Service Data.** Except for the license granted in this Agreement, all right, title and interest in the Service Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors") of the Service Data.

("Subscriber") and West, a Thomson business ("West"), regarding West's

(d) **Additional Terms and Conditions.** Certain Features are governed by terms and conditions, including charges, which are different than those set forth in this Agreement ("Additional Terms").

Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online or by such other means as West may determine. Additional Terms may be modified effective upon West giving Subscriber notice (in writing, online or otherwise) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement.

3. Charges and Billing

The charges (the "Charges") currently payable by Subscriber for each product are as set forth on the Order Form. The Charges may be modified at any time without notice. Charges for additions and for Features introduced after the effective date of this Agreement will be determined by West. All charges are exclusive of sales, use, ad valorem, value added tax (VAT) or equivalent, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days of receipt. If full payment is not made, Subscriber may be charged up to the maximum legal interest on the unpaid balance.

4. West-Proprietary Data

West grants a non-exclusive, non-transferable, limited license to individual users within Subscriber entities to store and use West-proprietary Downloaded Service Data (as defined above) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist preponderantly of users' work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Service Data may be maintained in the Project Database so long as the project remains active or until any termination of this Agreement, whichever occurs first. Retention of Downloaded Service Data in a Project Database after the project ends, in an archival database used as a research tool or in a database accessible to external users is prohibited.

5. Responsibility for Certain Matters

Subscriber is responsible for notifying West in writing of persons to whom Services passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Services passwords. Subscriber is also responsible for all access to and use of the Service Data by Subscriber's personnel or by means of Subscriber's equipment or Services passwords, whether or not Subscriber has knowledge of or authorizes such access and use.

6. Disclaimer of Warranties and Limitation of Liability

Subscriber acknowledges that provision of the Services entails the likelihood of some human and machine errors, delays, interruptions and losses, including the inadvertent loss of Service Data or damage to media which may give right to loss or damage. The performance of the Services varies with the manufacturers' equipment with which it is used. West does not warrant the level of performance of the Services or that the Features contained in the Services will achieve Subscriber's desired results. Certain software used by Subscriber may not be capable of supporting certain Features. West shall have no liability whatsoever for any claim(s) relating to any user's inability to access the Services properly or completely. NEITHER WEST, ITS AFFILIATES OR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO

THE LIFE OF ANY URL GENERATED OR PUBLISHED BY WEST. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND THE SERVICE DATA ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE SERVICES OR THE SERVICE DATA WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC SERVICE, PRODUCT OR FEATURE (i.e., DATABASE, SERVICE OR FEATURE), AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM ANY RESEARCH OR RELATED WORK OR TO PERFORM SUCH RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON SERVICE DATA, OR (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS HEREUNDER OR USE OF, OR INABILITY TO USE THE SERVICE DATA EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (iii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING OR DELIVERING SERVICE DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE.

7. Limitation of Claims

Except for claims relating to Charges or improper use of the Service Data, no claim, regardless of form, which in any way arises out of this Agreement or the use of, or inability to use, the Services, Service Data or Features may be made, nor action based upon such claim brought under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

8. Effect of Agreement

This Agreement (which includes all applicable Order Forms, Additional Terms and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written or online notice. Any other amendment must be in writing and signed by both parties.

9. Term and Termination

This Agreement and each Order Form incorporated herein will become effective upon approval by West in St. Paul, Minnesota and will continue for a minimum of 12 months. Thereafter, Subscriber may terminate any one or more product subscriptions by giving written notice of termination. West may terminate a product subscription upon 30 days prior written notice, if such Service is no longer commercially available. Subscriber may terminate immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraph 8) containing new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber. West may terminate this Agreement, including all product subscriptions immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of this Agreement or of any obligation to West under any other agreement between the parties. Subscriber may terminate this Agreement or any one or more of Subscriber's product subscriptions immediately upon giving written notice of termination if West commits a material breach hereof.

10. Force Majeure

West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the

elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

11. Notices

Except as otherwise provided in this Agreement, all notices must be given in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-0833, Attention: Customer Service, and to Subscriber at the address set forth below.

12. General Provisions

This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion hereof may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of either party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part hereof. West, as used herein, applies to West Publishing Corporation, West Services, Inc., West Applications, Inc. and their affiliates.

13. Export Laws

The Services, the Services technology and its related documentation may be subject to and may not be exported or reexported in violation of the U.S. Export Administration Act and its implementing regulations.

SPECIAL OFFER AMENDMENT
TO WESTLAW® SUBSCRIBER AGREEMENT

Special Offer Amendment to Westlaw Subscriber Agreement between State of Indiana – Office of the Attorney General ("Subscriber") and West, a Thomson business ("West") as follows:

1. **Effect of Amendment.** The underlying Westlaw Subscriber Agreement, including all schedules thereto ("Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Amendment shall have the meanings attributed to them in the Subscriber Agreement. This Amendment embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

2. **Term and Termination.** This Amendment, which is subject to approval and execution by West in St. Paul, Minnesota, shall become effective on December 1, 2005 and shall continue in effect until November 30, 2009 (the "Term"). Notwithstanding the foregoing, this Amendment shall terminate simultaneously with termination of the Subscriber Agreement. During the Term, Subscriber agrees not to exercise its right to terminate the Subscriber Agreement for any reason other than a material breach by West. The parties agree to enter into good faith negotiations regarding the terms and conditions of this Amendment, if either party deems there is a material change in Subscriber's organizational structure, including, but not limited to merger, acquisitions, significant increase in the number of attorneys at a location covered by the Amendment, divestitures or downsizing. In the event Subscriber does not execute a superceding amendment at least 15 days prior to the end of the Term, West shall bill Subscriber for its Westlaw usage, at then-current Schedule A Plan 2 Government Service rates effective on the first day following the end of the Term, continuing thereafter until a superceding Amendment is executed by the parties.

3. **Special Offer.**

3.1 For each month during the Term, Subscriber shall guarantee minimum monthly Westlaw Charges, regardless of actual Westlaw usage, for Subscriber's Westlaw access ("Monthly Guarantee") as set forth below:

- (a) From December 1, 2005 through November 30, 2006 ("Period 1"), the Period 1 Monthly Guarantee shall be \$17,511;
- (b) From December 1, 2006 through November 30, 2007 ("Period 2"), the Period 2 Monthly Guarantee shall be \$18,036;
- (c) From December 1, 2007 through November 30, 2008 ("Period 3"), the Period 3 Monthly Guarantee shall be \$18,397;
- (d) From December 1, 2008 through November 30, 2009 ("Period 4"), the Period 4 Monthly Guarantee shall be \$18,765.

3.2 Except as provided in paragraph 3.3 herein, all charges associated with the use of the following databases, Features and services shall be included in the Monthly Guarantee (without volume discounts):

- Federal Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations
- State Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations
- Selected Practice-Area Materials
- Legal Texts, Periodicals and Miscellaneous Materials
- Law Reviews & Journals
- NewsRoom Library Databases
- StateNet Databases
- ALR Databases
- All AmJur Databases
- Corpus Juris Secundum Library Databases
- Criminal Records Library Databases
- Indiana Analytical Library Databases
- Indiana Legislative History Library Databases
- Public Records Databases and Services (including EDGAR, Disclosure Company Index, Westlaw Public Records Databases and Services and People Finder)
- RIA/Warren Gorham & Lamont Multi-State Library Databases
- Warren Gorham & Lamont Federal Treatises Library Databases
- Online Citation Checking (including KeyCite)
- Offline Transmission

- Alert Services (WestClip and KeyCite Alert)
- Offline Automated Citation Checking (via WESTCheck and including QuoteRight)

3.3 All charges associated with the use of the following databases, Features and services (as part of all database classifications) shall NOT be included in the Monthly Guarantee and shall be billed in addition to the Monthly Guarantee at then-current Schedule A Plan 2 rates without volume discounts ("Excluded Charges"):

- Alert Services (WestClip and KeyCite Alert continuous frequency)
- BNA Databases
- Company Profiles Database
- Dialog on Westlaw Databases
- Dockets
- Dun & Bradstreet products, Credit Bureau Header, Real Property Reports and product surcharges
- Document Delivery Services
- Dossier Databases
- Enflex Databases
- LRP Secondary Databases (non-JV)
- PDF Charges (including, but not limited to Investext, Attorney Medical Advantage, Patent Image, Briefs and Dockets)
- Profiler Databases
- Premier Databases
- Specialty Databases
- West Reporter Images
- Charges for any third party Westlaw Feature(s) released during the Term

3.4 West may, at its option, make certain databases, Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of this Amendment.

4. RIA/WGL Databases and RIA/WGL Print Products.

Access to and use of RIA/WGL Databases are included in the Monthly Guarantee pursuant to paragraph 3.2 herein. If, during the Term, Subscriber terminates any of its RIA/WGL print product subscriptions, the Monthly Guarantee will increase on the first day of the month following such termination by an amount equal to the cost of the terminated update(s) during the 12 months prior to the termination, divided by 12 and added to the remaining months of the Term.

5. Print Products. During the Term of this Amendment, Subscriber shall receive a 50% discount from the ongoing subscription update charges for Subscriber's West print product subscriptions set forth on Exhibit 1 hereto; provided, that Subscriber maintains the Westlaw pricing under the terms set forth in paragraph 3 herein. During the Term Subscriber agrees not to terminate its subscriptions to the West print products set forth on Exhibit 1. At the end of the Term, Subscriber shall be billed at then-current rates for all of its West print product subscriptions.

6. Support and Training. Subscriber agrees to actively promote the effective use of Westlaw during the Term. To this end, Subscriber (with the support of West) will work toward establishing programs encouraging effective use of Westlaw, including, at a minimum:

- (a) training in the use of Westlaw, at no charge, by West for all new attorneys, librarians, paralegals and other appropriate personnel;
- (b) additional ongoing programs presented by West and supported by Subscriber to update and train all appropriate personnel to enhance their understanding and use of Westlaw; and
- (c) the periodic distribution of memos or other communications by Subscriber to all personnel encouraging effective use of Westlaw.

7. Confidentiality. During the Term and thereafter, except as specifically provided herein and/or to the extent reasonably necessary to perform its obligations or exercise its rights hereunder, neither party shall provide nor disclose to any third party, unless properly directed or ordered to do so by public authority or otherwise required to do so by law, any information or matter that (i) constitutes or concerns the terms and conditions of this Amendment, or (ii) regards any dealings or negotiations between the parties relating to this Amendment. If either party is directed or ordered to provide or disclose any information or matter by public authority or otherwise required to do so by law, such party shall promptly notify the party whose information is being provided or disclosed.

West, a Thomson business

By _____

Title _____

Date _____

Subscriber

By (signature) _____

Name (please print) _____

Title _____

Date _____

Firm Name _____

Subscriber's Address _____

Contact Name _____

Telephone Number _____

This offer expires November 30, 2005

This Amendment, executed by Subscriber, must be received by West in St. Paul, Minnesota at least 5 business days prior to the effective date of this Amendment.

REG - 11/28/05

EXHIBIT 1

Sold-To Customer	Product #	Product Description	Qty
1000567096	21085575	10TH DEC DIG PT1 SUB	1
1000567096	13582646	10TH DEC DIG PT2 SUB	1
1000567096	18067774	11TH DEC DIG PT1 SUB	1
1000567096	40288651	11TH DEC DIG PT2 SUB	1
1000567096	13511736	AGE DISCRIMINATION LAW SUB	1
1000567096	21020465	ALPERIN CONSUMER LAW SUB	1
1000567096	14512668	ANTITRUST LAW HNDBK SUB	1
1000567096	13503975	ATTORNEY FEE AWARDS SUB	1
1000567096	13511803	ATTORNEYS MED ADVISOR/ATLAS SUB	1
1000567096	13511811	ATTY MED DSKBK SUB	1
1000567096	13511714	AUTOMOBILE DESIGN LIABILITY SUB	1
1000567096	21035157	BANKR CODE RULES & FMS PAM SUB	2
1000567096	21031259	BANKR DIG SUB	1
1000567096	13512273	BANKR SERV LE SUB	1
1000567096	21060585	BLASHFIELD AUTO LAW & PR SUB	1
1000567096	13972622	CIV ACT ST/LOC SUB	1
1000567096	15274868	CIV RIGHTS & LIB LITIG SUB	1
1000567096	13512842	CIV RIGHTS LITIG HNDBK SUB	1
1000567096	13512532	CONSTRUCTION LAW DIG SUB	1
1000567096	14818392	DEBTORS & CREDITORS LAW SUB	1
1000567096	13972789	DEF EQUAL EMPL CLAIMS SUB	1
1000567096	17910311	DOBBS LAW OF TORTS PE SUB	1
1000567096	13973025	EMOTIONAL INJ LAW & PR SUB	1
1000567096	13513326	ENGINEERING EVIDENCE SUB	1
1000567096	21061301	FED CIV JUD PROC & RULES SUB	8
1000567096	21061301	FED CIV JUD PROC & RULES SUB	1
1000567096	21061301	FED CIV JUD PROC & RULES SUB	1
1000567096	21061301	FED CIV JUD PROC & RULES SUB	1
1000567096	21061301	FED CIV JUD PROC & RULES SUB	1
1000567096	21061301	FED CIV JUD PROC & RULES SUB	1
1000567096	21061301	FED CIV JUD PROC & RULES SUB	2
1000567096	21061301	FED CIV JUD PROC & RULES SUB	2
1000567096	21061301	FED CIV JUD PROC & RULES SUB	1
1000567096	21061301	FED CIV JUD PROC & RULES SUB	2
1000567096	21061301	FED CIV JUD PROC & RULES SUB	1
1000567096	21061301	FED CIV JUD PROC & RULES SUB	1
1000567096	21061301	FED CIV JUD PROC & RULES SUB	1
1000567096	21061301	FED CIV JUD PROC & RULES SUB	2
1000567096	21061301	FED CIV JUD PROC & RULES SUB	5
1000567096	21061301	FED CIV JUD PROC & RULES SUB	5
1000567096	21061301	FED CIV JUD PROC & RULES SUB	5
1000567096	21061301	FED CIV JUD PROC & RULES SUB	10
1000567096	21061301	FED CIV JUD PROC & RULES SUB	15
1000567096	21064637	FED CRIM CODE & RULES PAM SUB	1
1000567096	21064637	FED CRIM CODE & RULES PAM SUB	1
1000567096	21064637	FED CRIM CODE & RULES PAM SUB	1
1000567096	21064637	FED CRIM CODE & RULES PAM SUB	1
1000567096	21064637	FED CRIM CODE & RULES PAM SUB	1
1000567096	21064637	FED CRIM CODE & RULES PAM SUB	1
1000567096	21057568	FED ENVIR LAWS SUB	1

1000567096	16628051	FED SENT GUIDELINES DIG PAM SUB	1
1000567096	14629174	FED SENT GUIDELINES HNDBK SUB	1
1000567096	12370848	FEDERAL CIV RULES HNDBK SUB	1
1000567096	12370848	FEDERAL CIV RULES HNDBK SUB	1
1000567096	21049689	FEDERAL SENTENCING GUIDELINES SUB	1
1000567096	21049689	FEDERAL SENTENCING GUIDELINES SUB	1
1000567096	17145866	FJI SUB	1
1000567096	13514454	FLOOR PLANNING AUTO INDUSTRY SUB	1
1000567096	21060402	FP&P SUB	1
1000567096	11406859	GRAHAM HNDBK FED EVID SUB	1
1000567096	13514284	GRAND JURY LAW & PR SUB	2
1000567096	14657696	HABEAS CORPUS CHECKLISTS SUB	1
1000567096	14031724	HANDLING MOTOR VEHICLE W/FOCD SUB	1
1000567096	13514489	HEALTH CARE FRAUD SUB	1
1000567096	14790676	HEALTH LAW HNDBK SUB	1
1000567096	13514586	HEALTH LAW PR GUIDE SUB	1
1000567096	21014605	IN CASES SUB	1
1000567096	21041750	IN CODE SUB	1
1000567096	21041750	IN CODE SUB	1
1000567096	21041750	IN CODE SUB	1
1000567096	21041750	IN CODE SUB	1
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	1
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	1
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	1
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	1
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	18
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	2
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	1
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	2
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	1
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	5
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	2
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	3
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	2
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	2
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	4
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	4
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	2
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	8
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	15
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	1
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	1
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	10
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	1
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	12
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	10
1000567096	21073288	IN COURT RULES STATE & FED PAM SUB	15
1000567096	21060038	IN DIG 2D SUB	1
1000567096	21073305	IN LAW ENCY SUB	1
1000567096	21060690	IN LAW FINDER PAM SUB	1
1000567096	40026468	IN PR GENERAL INDEX SUB	1
1000567096	11276882	IN PR V12-13A EVIDENCE SUB	1
1000567096	17167937	IN PR V13B EVIDENCE HNDBK SUB	1

1000567096	17167937	IN PR V13B EVIDENCE HNDBK SUB	1
1000567096	21043796	IN PR V14-15A FAMILY LAW SUB	1
1000567096	16792307	IN PR V1-4A RULES PROC ANNO SUB	1
1000567096	21048992	IN PR V16-16B CRIM PROC SUB	1
1000567096	21048992	IN PR V16-16B CRIM PROC SUB	1
1000567096	21047228	IN PR V17-20 BUS ORG SUB	1
1000567096	11562826	IN PR V21&22 CIV TRIAL PR SUB	1
1000567096	11621695	IN PR V23 PERS INJ LAW SUB	1
1000567096	21048852	IN PR V24 APP PROC SUB	2
1000567096	13506842	IN PR V25 & 25A PROB FMS SUB	1
1000567096	13506856	IN PR V26 & 26A WILLS TRUSTS SUB	1
1000567096	40032171	IN PR V4B RULES ALT PAM SUB	1
1000567096	21073652	IN PR V5 ESSENTIAL FMS SUB	1
1000567096	13506702	IN PR V6 LAWYERS TRIAL HNDBK SUB	1
1000567096	13506702	IN PR V6 LAWYERS TRIAL HNDBK SUB	2
1000567096	21028010	IN PR V7-8A UCC FMS SUB	1
1000567096	21073709	IN PR V9-11 PROC FMS SUB	1
1000567096	40014401	IN SESSION LAWS BV SUB	1
1000567096	13514956	INTOXICATION TEST EVID SUB	1
1000567096	15511681	IRA SUB	1
1000567096	13974099	JURY SELECTION STRATEGIES SUB	1
1000567096	21076783	KEETON INSURANCE LAW PE HB SUB	1
1000567096	13374768	KOCH ADMIN L&P SUB	1
1000567096	11592666	LAFAVE CRIM PROC SUB	1
1000567096	11600353	LAFAVE SEARCH & SEIZURE SUB	1
1000567096	21015016	LAFAVE SUBSTANTIVE CRIM LAW SUB	1
1000567096	13514381	LANE GOLDSTEIN TRIAL TECH SUB	1
1000567096	13515378	LANE MEDICAL LITIG GUIDE SUB	1
1000567096	11532129	LEWIS LITIG EMPL DISCRIM & CIV SUB	1
1000567096	21013714	MANUAL COMPLEX LITIGATION SUB	1
1000567096	15693909	MCCORMICK EVIDENCE PE SUB	1
1000567096	13515766	MEDICAL INFO SYSTEMS SUB	1
1000567096	21001597	NATL REP BLUE BOOK & 7 SUPP SUB	1
1000567096	13504858	NEWBERG CLASS ACTIONS SUB	1
1000567096	13516023	NONPROFIT ENTER SUB	1
1000567096	13516449	PATIENT CARE DECEN MAKING SUB	1
1000567096	13516457	PRETRIAL DISCOVERY SUB	1
1000567096	21015585	RODGERS ENVIR LAW SUB	1
1000567096	21091936	ROTUNDA TREAT CONST LAW SUB	1
1000567096	21091936	ROTUNDA TREAT CONST LAW SUB	1
1000567096	11634479	RUSSELL BANKR EVIDENCE MANUAL SUB	1
1000567096	11414806	SCIENTIFIC EVID REF MANUAL SUB	1
1000567096	13517291	SEARCH PUBLIC SCH CHECKLISTS SUB	1
1000567096	13516937	STATE COURTS SECT 1983 LITIG SUB	1
1000567096	39040705	SUP COURT REP SUB	1
1000567096	13975524	SUTHERLAND STAT CONSTR SUB	1
1000567096	15512136	US CONGR NEWS BV SUB	1
1000567096	39030216	US CONGR NEWS PAM DISCOUNTED SUB	1
1000567096	21048097	USCA SUB	1
1000567096	21024007	W&P SUB	1
1000567096	17304136	WEST ANALYSIS AMER LAW SUB	1
1000567096	21064297	WFF SUB	1
1000567096	21030856	WFPD 4TH SUB	1

Special Offer Billing Options

Only applicable to Subscriber's with multiple locations and must be completed and returned with the Special Offer Amendment

UNLESS OTHERWISE SPECIFIED, THE SUBSCRIBER FIRM/ORGANIZATION WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.

_____ Alternative #1

Firm/Organization will receive one combined monthly invoice and a copy of each participating account's location usage reports mailed to the Payer account office. In addition, each participating account will receive a copy of its own location usage reports.

_____ Alternative #2

Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.

_____ Alternative #3

An invoice and location usage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location usage reports will be independently mailed to the account noted below rather than to the invoiced account location.

Mail to Account: _____

✓ _____ Alternative #4

Subscriber's current billing arrangement should remain unchanged.

PLEASE NOTE: THESE BILLING ARRANGEMENTS DO NOT AFFECT QUICKVIEW+.